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April 28, 2008

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

FILED/ACCEPTED

APR 28 2008

Federal Communications Commission
Office of the Secretary

57739-00002

Re: Application for the Transfer of Control
of Alaska DigiTel, LLC from AKD Holdings, LLC to GCI, Inc.; File No.
0003258714 (WT Docket No. 08-10)

Dear Ms. Dortch:

On behalf of transferee GCI, Inc. ("GCI"), a wholly-owned subsidiary of General Communication, Inc. ("General"), and in accordance with the terms of the applicable *Protective Order*, DA 08-141, released January 23, 2008 (the "*Protective Order*"), we are submitting herewith the GCI, Inc. Response to the General Information Request (the "Request") of the Commission dated April 16, 2008.

For the information of the Commission, GCI is responding to Request Nos. 1, 3, 4, 5 and 6 because they request copies of agreements or information pertaining to agreements to which GCI is a party and to which the transferor, Alaska DigiTel, LLC ("Alaska DigiTel") is not a party. Because the subject agreements are confidential, even as to Alaska DigiTel, GCI is submitting them separately subject to the *Protective Order*.

GCI also is responding to Request No. 7 to the extent that it seeks subscriber numbers for GCI/General.

GCI understands that Alaska DigiTel is filing its own separate response to the Commission's Request responding to Request No. 2, which seeks agreements to which Alaska DigiTel is a party with SprintCom, Inc. and Request No. 7, to the extent that it seeks subscriber numbers for Alaska DigiTel.

Because certain of the information contained in this response is Confidential, GCI is filing, in accordance with the *Protective Order*, both an unredacted version, for which confidential treatment is sought, and a redacted version which can be made available for public inspection.

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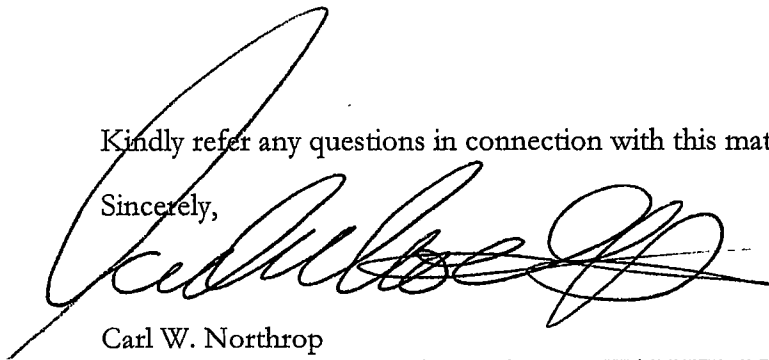
Marlene H. Dortch, Secretary

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Kindly refer any questions in connection with this matter to the undersigned.

Sincerely,

A large, stylized handwritten signature in black ink, likely belonging to Carl W. Northrop, is written over the word "Sincerely,".

Carl W. Northrop
of PAUL, HASTINGS, JANOFSKY & WALKER LLP

CWN:SYC

cc: Erin McGrath (2 copies by hand-Unredacted)

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GCI, Inc. Response to the General Information
Request of the FCC dated April 16, 2008

1. Provide any resale/wholesale MVNO-type agreement(s) between GCI/General and Dobson/AT&T

At present, the distribution relationship between GCI/General and Dobson/AT&T is governed by (a) the Agreement dated July 26, 2004 (copy included as Attachment 1A) as amended on December 26, 2006 (copy included as Attachment 1B) and (b) the Long-Term *De Facto* Transfer Spectrum Lease Agreement dated as of April 15, 2005 (copy included as Attachment 1C). As the Commission is aware, copies of these documents previously were supplied to the Commission, subject to the Protective Order in WT Docket No. 06-114. *See* Applications for the Assignment of License from Denali PCS, LLC, to Alaska DigiTel LLC and the Transfer of Control of Interests in Alaska DigiTel LLC to General Communications, Inc. (WT Docket No. 06-114), *Memorandum Opinion and Order*, FCC 06-125 released December 22, 2006 at para. 9 (the "*AKD/GCI Transfer Order*").¹ The relationship established by these agreements is referred to herein as the Plan Resale Arrangement.

On December 3, 2007, GCI/General entered into a Memorandum of Agreement ("MOA") with AT&T Mobility as successor in interest to Dobson Cellular Systems (copy included as Attachment 1D). The MOA was amended by an agreement (the "MOA Amendment"; together with the MOA, the "Amended MOA") dated as of April 25, 2008 (copy included as Attachment 1E).² The relationship established by the Amended MOA is referred to herein as the "Transition Arrangement."

GCI/General and Dobson/AT&T contemplate that the Transition Arrangement will be further documented by GCI/General and Dobson/AT&T by their entering into [REDACTED]

¹ Other incidental agreements between GCI/General and Dobson, as referenced in paragraph 9 of the *AKD/GCI Transfer Order*, also were filed with the Commission, but they do not constitute operative resale/wholesale MVNO-type agreements and are not being refiled.

² For the information of the Commission, the principal difference between the original MOA and the Amended MOA insofar as the Commission is concerned is that the transition process is streamlined and expedited. Specifically, [REDACTED]

[REDACTED] These changes are reflected in the Amended MOA.

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[REDACTED]

In the interim, the substantive terms of the revised, going-forward business relationship between GCI/General and Dobson/AT&T are fully set forth in the Amended MOA, which is a binding agreement.

2. Provide the spectrum leasing agreement and any additional agreement between Alaska DigiTel and Sprint

The Response to this Request is being provided separately by Alaska DigiTel.

3. Explain why the MVNO-type arrangement between GCI/General and Dobson/AT&T renders moot any and all conditions imposed by the Commission in [the AKD/GCI Transfer Order]

The existing plan resale arrangement between GCI/General and Dobson/AT&T ("Plan Resale Agreement") entitles GCI/General to receive certain non-public competitively sensitive information ("NPCSI") that the Commission determined could, if released to a competitor, allow the competitor to gain a significant advantage in the marketplace such as (i) customer and subscriber data, (ii) customer proprietary network information (CPNI), (iii) rate and pricing data, (iv) trade secrets, (v) information pertaining to new product or service offerings, (vi) information pertaining to network changes, system coverage and technology selection and (vii) information relating to the terms and conditions of service. NPCSI pertaining to Dobson/AT&T also was defined by the Commission to include any non-public information provided by Dobson/AT&T to GCI/General pursuant to Sections 3(b)(v), 4(a)(i), 7(a)(i), 7(a)(iii) and 9(a)(i) of their Plan Resale Arrangement and any non-public information provided by Dobson/AT&T to GCI/General with respect to possible network enhancements and service enhancements. In order to guard against the prospect of GCI/General acting as a conduit of NPCSI from Dobson/AT&T to Alaska DigiTel, the Commission imposed certain conditions on the parties. *See AKD/GCI Transfer Order, Appendix A.*

The revised arrangement between GCI/General and Dobson AT&T will render moot any and all of the conditions from the *Alaska DigiTel/GCI Transfer Order* pertaining to Dobson/AT&T NPCSI because the Amended MOA explicitly modifies the Plan Resale Arrangement by eliminating the contractual entitlement of GCI/General to receive NPCSI from Dobson/AT&T. Specifically, the MOA provides, at Section 7(b)(5)(B), that:

As of July 1, 2008[,]... AT&T's obligation, as the effective successor to Dobson under the GCI/Dobson Agreements to share with GCI any Non-Public Competitively-Sensitive Information ("NPCSI") as defined in the Distribution Agreement, including advance information on rate and plan changes, new products, and network changes, shall terminate.

In addition, under Section 7(b)(6), GCI may terminate access to NPCSI at any time by written notice.

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Since GCI/General will no longer have access to Dobson/AT&T NPCSI as of July 1, 2008, or upon earlier notification at GCI's election, all conditions that were imposed by the Commission to prevent the flow of Dobson NPCSI through GCI/General to Alaska DigiTel will be rendered moot no later than July 1. This includes Condition 1 (pertaining to the required amendment of the Dobson Reseller Agreement to define NPCSI and the manner in which it would be handled, which amendment was effected on December 26, 2006), Condition 3 (pertaining to the manner in which NPCSI of Dobson will be handled by GCI/General personnel), and Condition 4 (pertaining to restrictions on GCI/General personnel who possess both Dobson NPCSI and Alaska DigiTel NPCSI).

GCI/General further notes that the Amended MOA establishes a process by which GCI/General will convert from being a reseller of Dobson/AT&T service and plans to a short-lived MVNO-type arrangement,³ followed promptly by its becoming a facility-based competitor of Dobson/AT&T selling its own service and plans. Given this transition, AT&T has no business need (as it did under the prior plan resale arrangement) or incentive to share NPCSI with GCI/General in the absence of a contractual obligation to do so, meaning that the conditions that were imposed by the Commission to prevent the flow of Dobson NPCSI through GCI/General to Alaska DigiTel are unnecessary once the GCI/General contractual entitlement to NPCSI is eliminated.

The remaining substantive conditions (Conditions 2, 5 and 6) were intended to maintain separation between the Relationship Officer appointed by GCI/General to manage the resale relationship with Dobson and the Alaska DigiTel Board of Directors Member appointed by GCI/General to sit on the Alaska DigiTel board, and to prevent the flow of Alaska DigiTel NPCSI through GCI/General to Dobson. These conditions were intended to address a potential Commission concern that GCI/General's distribution arrangement with Dobson - - pursuant to which it was reselling Dobson service at Dobson rates in competition with Alaska DigiTel - - served to align GCI/General's competitive interests with Dobson sufficiently to create an incentive for GCI/General to share Alaska DigiTel NPCSI with Dobson. This concern is rendered moot by the facts that (i) the Transition Arrangement with Dobson/AT&T serves to discontinue GCI/General's competitive alignment with Dobson/AT&T; and, (ii) the consummation pursuant to FCC consent of the proposed GCI/Alaska DigiTel transaction will serve to fully align the GCI/General competitive interests with those of Alaska DigiTel once they are under common control. As a consequence, there is no need to maintain the Commission-imposed conditions since normal competitive forces provide a sufficient disincentive for NPCSI to be shared between Alaska DigiTel when it is controlled by GCI/General, and Dobson/AT&T.

The remaining conditions are either definitional (Condition 7), procedural (Conditions 8 and 10), or already have been fulfilled (Condition 9).

³ The distinction between the resale arrangement and the MNVO-type arrangement is that, [REDACTED]

[REDACTED]

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Based on the foregoing, the proposed transfer of control of Alaska DigiTel to GCI/General can be approved without these or other conditions.

4. Explain the steps and timeline for the transition from the Dobson/GCI resale agreement to the new AT&T/GCI MVNO-type resale agreement.

The steps and timeline for the aforementioned transition are set forth in detail in the Amended MOA (Attachments 1 D and 1E). In brief:

a.

[REDACTED]

b.

[REDACTED]

c.

[REDACTED]

1.

[REDACTED]

2.


[REDACTED]

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3.



5. Explain GCI/General's plan for transitioning customers from service provided under the underlying Dobson/AT&T Systems to service on the Alaska DigiTel Systems.



6. Explain whether GCI/General intends to continue to build out the Alaska DigiTel Systems with CDMA technology or convert the systems to GSM technology.

See the response to Question No. 5 above.

7. Provide subscriber numbers for GCI/General and Alaska DigiTel by borough (county)

Subscriber numbers for GCI/General are set forth on Attachment 7. Alaska DigiTel is separately filing its subscription numbers.

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Attachment 1A

AGREEMENT

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